

ADDENDUM 1
To AMENDED AND RESTATED LICENSE, PERMIT AND
OPERATING AGREEMENT

This Addendum 1 is entered into by and between Salvi Sports Enterprises, LLC, an Illinois Limited Liability Company (“SSE”) and The Village of Schaumburg (“the Village”).

WHEREAS, the parties hereto acknowledge and agree that due to the current pandemic known as COVID-19 and resulting economic damage incurred by SSE due to the loss of the 2020 baseball season, an amendment to certain terms of the Amended and Restated License, Permit and Operating Agreement (the “License Agreement”) is reasonable, necessary and equitable;

NOW, THEREFORE, in consideration of the mutual obligations incurred and benefits obtained hereunder and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, SSE and the Village agree as follows:

- A. The Parties agree that the License Use Fee, Paragraph 2(a) of License Agreement, shall be reduced as follows: SSE shall pay 10% of the Chicago White Sox stadium rental fee to the Village as the License Use Fee for the current 2020 year Term.
- B. The Parties agree that SSE will continue to maintain the playing field and playing surface to a professional standard and to ensure no long term damage, subject to Paragraph 11(c) of the License Agreement; and continue to pay all stadium utilities as outlined.
- C. Termination. Paragraph 22 of License Agreement: In the event that SSE is unable to operate a 2021 Frontier League Baseball season, or any other baseball season, due to the current COVID-19 pandemic, epidemic, government order, action by any governmental authority, cancellation of the 2021 Frontier League Baseball season by the Frontier League of Professional Baseball, or inability to participate in any other baseball season, or if SSE determines, and the Village concurs, that the health or safety of SSE staff, employees, officers, or managers would be at risk in operating a 2021 baseball season, SSE may terminate the License Agreement in full by giving the Village notice of such termination by July 1, 2021, and SSE shall not be liable or responsible to the Village, nor be deemed to have defaulted under or breached the License Agreement should SSE terminate the License Agreement pursuant to this paragraph C of Addendum 1.
 1. Upon Notice to the Village of Termination of the License Agreement, SSE shall provide evidence that all utilities have been paid by SSE from January 1, 2021 through the date of Notice.
 2. Upon Termination pursuant to this Addendum 1, SSE shall remit to the Village ten percent (10%) of all net revenues received by SSE from the period of January 1, 2021 to the date of Notice for any events actually held at the Schaumburg Boomers Stadium, along with supporting evidence of such net revenues.
 3. Within 30 days of SSE’s notice to the Village of said Termination, SSE shall vacate the Schaumburg Boomers Stadium, and return the Schaumburg Boomers Stadium to the Village in clean and usable condition, removing all equipment and property owned by SSE and all advertising and signage related to to SSE and/or the Schaumburg Boomers.

- 4. SSE shall be responsible for payment of all utilities for the period of its occupancy, including utility bills that come due after SSE's vacation of the premises, which shall be paid immediately on demand by the Village.
- 5. SSE shall be responsible for maintenance of the facility and field at Schaumburg Boomers Stadium during the full period of its occupancy, including but not limited to, any period subsequent to providing Notice of Termination of the License Agreement.
- 6. Upon Termination pursuant to this Addendum, the Parties waive, release and forever discharge all known and unknown claims and causes of action of any kind that the Parties have or may have against the other Party, its parent, affiliates, subsidiaries, divisions, holding company, predecessors, successors, assigns, partners, joint ventures, equity owners, employees, former employees, managers, officers, former officers, directors, former directors, shareholders, former shareholders, attorneys, representatives, insurers and agents related to or in any way growing out of this Addendum 1 or the License Agreement.

This Addendum 1 is hereby incorporated into the Amended and Restated License, Permit and Operating Agreement between the Village and SSE and is in full force and effect upon execution.

Dated: _____

Salvi Sports Enterprises, LLC

By: _____
Its: Manager

Village of Schaumburg

By: _____
Its: Village President, Tom Dailly